

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
at CHATTANOOGA

NATIONWIDE MUTUAL FIRE )  
INSURANCE COMPANY, )  
                          )  
*Plaintiff,*           )  
v.                        )                          No.1:03-cv-259  
                          )                          *Edgar*  
WILLIE L. STANLEY, individually and )  
d/b/a STANLEY PAVING, and THE )  
ESTATE OF CHARLES N.              )  
MCDOWELL, through administrator, )  
CONNIE V. MCDOWELL,              )  
                          )  
*Defendants.*            )

**JUDGMENT**

In accordance with the accompanying memorandum opinion, the motion for summary judgment by plaintiff Nationwide Mutual Fire Insurance Company is **GRANTED** as follows:

(a)     The Court **DECLARES** pursuant to 28 U.S.C. § 2201 that Nationwide Policy No. 63 BA 133-121-0001 issued to defendant Willie L. Stanley provides no coverage for the injuries to and death of Charles N. McDowell;

(b)     The Court **DECLARES** pursuant to 28 U.S.C. § 2201 that the death of Charles N. McDowell did not arise from an “accident” as defined by Nationwide’s policy No. 63 BA 133-121-0001 because it was “expected” or “intended” from the standpoint of the insured, Willie L. Stanley, and is thus excluded by the terms of the policy.

Defendant Estate of Charles N. McDowell's motion for summary judgment is **DENIED**.

The Clerk of the Court shall close the file in this case. This is a **FINAL JUDGMENT**.

SO ORDERED.

ENTER this *7th day of December, 2005*.

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*/s/ R. Allan Edgar*

R. ALLAN EDGAR  
UNITED STATES DISTRICT JUDGE